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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

MARK SCHOTTE, individually and on
behalf of all others similarly situated,
Plaintiff, Case No.: 1:23-cv-10897-IT
VS.
THE STOP & SHOP SUPERMARKET
COMPANY, LLC,
Defendant.

ZOOM 30 (B) (6) DEPOSITION OF THE CITY OF ESSEX

THROUGH MICHAEL GALLI

JULY 31, 2025

9 : 02 A.M.

WATER FILTRATION PLANT

44 CENTENNIAL GROVE ROAD

ESSEX, MASSACHUSETTS 01929

Stephanie Mussen, Professional Shorthand Reporter

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July 31, 2025

1 APPEARANCES VIA ZOOM:

2 ON BEHALF OF THE PLAINTIFF:

3 JULIAN DIAMOND, ESQ.
4 Bursor & Fisher, P.A.
5 888 Seventh Avenue
6 New York, New York 10019
7 646.837.7150
8 jdiamond@bursor.com

9 ON BEHALF OF THE DEFENDANT:

10 ANDREW J. CROWDER, ESQ.
11 Norton Rose Fulbright, LLP
12 60 S. 6th Street, Suite 3100
13 Minneapolis, Minnesota 55402
14 612.321.2800
15 andy.crowder@nortonrosefulbright.com

16 ON BEHALF OF THE WITNESS:

17 GREGG J. CORBO, ESQ.
18 KP Law, P.C.
19 101 Arch Street
20 Boston, Massachusetts 02110
21 617.654.1764
22 gcorbo@k-plaw.com

23 ALSO PRESENT:

24 Larry Moskowitz, Videographer

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(Exhibits retained by Mr. Crowder.)

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1 ZOOM 30(B)(6) DEPOSITION OF MICHAEL GALLI

2 JULY 31, 2025

3 THE VIDEOGRAPHER: Good morning.

4 We are now on the record. The time is 9:02 a.m. on
5 July 31st, 2025. This begins the videotaped
6 deposition of Michael Galli taken in the matter of
7 Schotte versus the Stop & Shop Supermarket Company,
8 LLC, filed in the District of Massachusetts, Case
9 Number 1:23-cv-10897-IT.

10 My name is Larry Moskowitz, and I'm your
11 remote videographer today. The court reporter is
12 Stephanie Mussen, and we are both here representing
13 Esquire Deposition Solutions.

14 Will everyone present please identify
15 themselves and state whom you represent. After
16 which, the witness will be sworn in.

17 MR. CROWDER: This is Andy Crowder
18 on behalf of Stop & Shop.

19 MR. DIAMOND: Good morning. This
20 is Julian Diamond from Bursor & Fisher, P.A. on
21 behalf of plaintiff.

22 MR. CORBO: Good morning. My name
23 is Gregg Corbo from KP Law, P.C. I am town counsel
24 for the Town of Essex, and I represent Mr. Galli.

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1 THE WITNESS: I'm Mr. Galli. I
2 guess I'm the plaintiff; right?

* * * *

4 MICHAEL GALLI, the witness, having been
5 satisfactorily identified and duly sworn by the
6 Notary Public, was examined and testified as follows:

EXAMINATION

8 | BY MR. CROWDER:

9 Q. Good morning, Mr. Galli. Again, my name is
10 Andy Crowder.

1 To be clear, you're not the plaintiff in
2 this case.

A. Oh, sorry.

4 Q. It's okay. You understand that Essex is
5 not -- you're a third party --

6 A. I'm a witness.

7 Q. You're a witness. I promise you I will be
8 as efficient with --

(Court reporter clarification.)

20 Q. -- with your time as I can be. If you
21 can't hear me, just say so. I'll speak up. Okay?
22 Sound good?

23 A. Yeah, I'm all set.

Q. Can you just please state your name for the

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1 record, sir?

2 A. Sire. Michael, middle initial is G, and
3 middle name is Gabriel, and last name is Galli,
4 G-A-L-L-I.

5 Q. Have you ever been deposed before,
6 Mr. Galli?

7 A. I have not.

8 Q. Do you understand today that your testimony
9 is under oath?

10 A. I do.

11 Q. Okay. If you don't understand one of my
12 questions, will you please tell me that so I can ask
13 a better one?

14 A. I will.

15 Q. And if you need a break at any time, just
16 let me know. All right?

17 A. I will, yeah.

18 MR. CROWDER: The first thing I'm
19 going to do, sir, is I'm going to share my screen
20 and I'm going to show you a document. Okay? I sent
21 this document to your counsel already. I'll enter
22 this as Exhibit 1, and I'll send these along after
23 the deposition is over to the court reporter.

24 (Exhibit 1, Packet of documents,

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1 marked for identification.)

2 Q. Let me know when you can see my screen,
3 Mr. Galli.

4 A. I can see it.

5 Q. Okay. This is a packet of documentation we
6 sent to the City of Essex. I'm going to scroll
7 through it really quickly just so you can see the
8 whole thing. There's a cover letter, a subpoena, an
9 Exhibit A with definitions, instructions, and
10 requests for production. And then there's a notice
11 of deposition to the Town of Essex with a number of
12 topics.

13 So my first question to you, Mr. Galli, is:
14 Have you seen this packet of this information before
15 today?

16 A. I have not.

17 Q. Okay. Do you understand that you've been
18 designated by the Town of Essex to answer my
19 questions?

20 A. I do.

21 Q. All right. Can you give me, 30,000-foot
22 view, an overview of your educational background?

23 A. Yeah, I -- so high school graduate. I have
24 an associate's degree in business management. I

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1 have six years active duty guard and reserve in the
2 United States Air Force, and I have a certificate
3 which involves water treatment from UMass Lowell.

4 Q. My dad was a fighter pilot in the Air
5 Force. Thanks for your service.

6 A. I was a crew chief.

7 Q. Thank you. When did you start working for
8 the Town of Essex?

9 A. It was going to be -- so it'll be
10 December 4th in 1989.

11 Q. You're currently the superintendent of
12 public works; is that right?

13 A. That's correct.

14 Q. What are your day-to-day responsibilities
15 of the super of public works at Essex?

16 A. So I oversee, I believe, five departments,
17 which would be water, sewer, highway, cemetery, and
18 parks, and it's just basically managing employees
19 and just making sure that day-to-day tasks get done
20 in each one of the departments, making sure that
21 we're up to speed with regulatory compliance, and
22 just responding to emergencies, things of that
23 nature.

24 Q. Okay. So wastewater is only a portion of

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1 what you do?

2 A. That's correct.

3 Q. Do you have any wastewater certifications?

4 A. No, I do not. I will just tell you, so
5 we're a collection system. All of the town's sewage
6 gets pumped to the City of Gloucester, so we're not
7 required at the moment to have any kind of licenses.

8 Q. Okay. Does that mean Essex isn't doing any
9 actual treatment; you're just doing conveyance?

10 A. That's correct.

11 Q. Are you personally, sir, a member of any
12 wastewater or environmental organizations like the
13 New England Water Environment Association?

14 A. No, so I'm a member of Massachusetts Water
15 Works and New England Water Works.

16 Q. Okay. So you're not a member of the
17 Massachusetts Water Environment Association?

18 A. No, I'm not.

19 Q. Okay. Have you ever heard of the
20 Association of the Nonwoven Fabrics Industry or
21 INDIA? Have you ever --

22 A. I have not.

23 Q. Have you ever heard of the International
24 National Water Services Flushability Group or the

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1 IWSFG?

2 A. I don't believe so.

3 Q. Okay. Do you have any background in
4 material science?

5 A. No, I do not.

6 Q. Do you have any understanding of the types
7 of fibers used to create nonwoven wipes that are
8 labeled as flushable?

9 A. Not directly.

10 Q. Okay. What about indirectly? What
11 experience do you have?12 A. Indirectly, I would say that in previous
13 job descriptions and even also in present sometimes,
14 if the crew is short, I do go on some calls if
15 required if we're shorthanded. So I have been -- I
16 have had experience with the type of plugs and
17 stuff, clogs that we've had in pumps.

18 Q. Okay. That's helpful to know.

19 So from time to time, you'll actually be
20 involved in remedying obstructions in the system?21 A. Not directly. I mean, if the crew needs
22 help, I've pulled pumps and stuff personally myself.
23 Not so much now in this capacity. But when the guys
24 do go to a call, sometimes I'll -- if it's during

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1 the day -- during the day shift, not at night, not
2 an emergency, I have a tendency to swing by just to
3 see what the problem is and what's going on.

4 Q. Okay. Like any good boss should be doing.
5 I get it.

6 Do you have any training on how to test
7 wipes to determine whether or not they are
8 flushable?

9 A. I do not.

10 Q. Have you ever tested wipes products to
11 determine if they're flushable?

12 A. I have not.

13 Q. Have you ever tested wipes or toilet paper
14 under the INDIA GD4 standard?

15 A. No, I have not.

16 Q. Do you know what that standard is?

17 A. I do not.

18 Q. Do you know what the testing entails?

19 A. No, I do not.

20 Q. So you've never tested wipes or toilet
21 paper under the IWSFG PAS standards either?

22 A. I have not.

23 Q. Do you know what that standard is?

24 A. I do not.

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1 Q. Do you know what that testing entails?

2 A. No.

3 Q. Can you give me a high-level overview of
4 Essex's conveyance system?

5 A. Yeah, so we have -- as the main movers, we
6 have five pump stations in town. Each one of those
7 pump stations has two pumps, so there's a primary
8 and a backup, and sometimes I would say that they
9 would cycle back and forth. They could range
10 anywhere -- you know, horsepower-wise, I think they
11 go from like 15 to 40 horsepower. They're all
12 different at each one of those stations.

13 And then we have approximately like
14 250-plus grinder pumps. So on certain parts of the
15 system, homeowners have to pump into a pressure
16 main. And so those grinders, the sewer runs gravity
17 to the grinder pump, and then the grinder pump,
18 which is on the homeowner's property, will pump it
19 into the pressure main, and get it to the sewer
20 station.

21 Q. Does Essex have like screening mechanisms
22 before the pumps or after the pumps?

23 A. So no, we do not. There is one pump
24 station where we had to install what we refer to as

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1 a Muffin Monster, but it's a grinder, and that has
2 actually helped some of the mainline pumps at one of
3 our pump stations, Lift Station 4, that we used to
4 get a lot of clogging and material that would build
5 up, and that has helped that specific pump station a
6 lot.

7 Q. Okay. But no actual screening mechanisms
8 before or after pumps?

9 A. No screening.

10 Q. The Muffin Monster pump you just
11 referenced, do you know if that was the Wipes Ready
12 version or another version?

13 A. So I couldn't tell you exactly. It's not a
14 pump. It's a grinder.

15 Q. Sure. I know. It's a Muffin Monster
16 grinder.

17 A. Yeah.

18 Q. But you don't know whether it's a Wipes
19 Ready Monster Muffin --

20 A. I don't. I don't.

21 Q. Do the pump sometimes get clogged?

22 A. So the answer is yes.

23 Q. Can you give me a ballpark about how often
24 that happens?

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1 A. Not as much since we installed the Muffin
2 Monster. I don't have the exact date, but it's
3 before quite a few years. It may have been like
4 15-odd years ago. I think we've gone through a
5 couple. But there was only one main pump that is a
6 problem. We don't have as many problems with the
7 stations that receive a lot of stuff from grinders
8 as much as the ones from gravity that go to the
9 station. The grinder pumps actually at the
10 homeowner's property sometimes act like as a first
11 line of defense before the stuff -- the material can
12 get to the main pump stations.

13 Q. Okay. So about how often is the main pump
14 station getting clogged?

15 A. I would say not that much. So we actually
16 started a maintenance system, so we have -- so
17 Weston & Sampson is the main contractor that we have
18 a -- literally a contract with that helps us do the
19 maintenance. There's a lot of stuff that we can't
20 do. We don't have personnel and equipment to do
21 what they do.

22 But annually, they come in to all the main
23 pump stations. They lift all the pumps out of the
24 pits, and we vacuum out all of the pits, which in

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1 the beginning when the system operated, we weren't
2 really familiar with that kind of maintenance that
3 should be done. So we experienced a lot more clogs
4 in the beginning than we do now.

5 I don't believe we -- the only time that we
6 really have a problem is with a pump failure, and it
7 could fail just from age or other things that go
8 wrong. But I don't believe that we experienced the
9 clogs at those stations like we used to.

10 Q. Okay. So fair to say you've been improving
11 the system such that it doesn't get backed up or
12 clogged --

13 A. We just --

14 MR. DIAMOND: Objection to form.

15 A. We just started doing more O&M type of
16 regular maintenance that helped some of the problems
17 that we were having in the beginning.

18 Q. I think you said that sometimes pumps will
19 go out, fail, just based on age; is that true?

20 A. Yeah, so they actually -- you know, I'm
21 sure they have some kind of hours that are
22 predicted, how long they will last.

23 Q. Given your experience, are you familiar
24 with the fact that municipal wastewater systems will

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1 vary dramatically from town to town, state to state,
2 even pump station to pump station?

3 MR. DIAMOND: Objection to form.

4 A. I would assume --

5 THE WITNESS: I'm sorry.

6 MR. DIAMOND: I would ask the
7 witness to give -- please give the lawyers an
8 opportunity to object after a question.

9 Q. Sure. So that's fine, yeah. I'll repeat
10 my question.

11 Given your experience, sir, you're aware
12 that municipal wastewater systems are different
13 across cities, town to town, pump station to pump
14 station; true?

15 MR. DIAMOND: Object. Calls for
16 speculation.

17 Q. You can answer the question, Mr. Galli.

18 A. I would say that I know that they are all
19 different.

20 Q. And you know that based on your experience
21 in wastewater for nearly 35 years; right?

22 A. Yeah, so sewer -- just so that you know,
23 even though that I've been here that long, the town
24 sewer system was up and running in and around 2005.

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1 Q. Good to know. Now, just to be clear, the
2 Town of Essex is not treating wastewater that comes
3 from the City of Beverly; correct?

4 A. Yeah. We're just Town of Essex only.

5 Q. Okay. Have you ever been involved with
6 opening up a clogged pump to get it sorted out?

7 A. Yeah, I've seen it.

8 Q. Would you agree with me that you'll find
9 any manner of things in some of these obstructions,
10 like baby wipes?

11 MR. DIAMOND: Object to form.
12 Objection. Vague.

13 Q. Go ahead, Mr. Galli.

14 A. Yeah. We find all kinds of stuff in there.
15 I mean, it can be dental floss. It could be wipes.
16 It could be, you know, women's feminine products.
17 It could be prophylactics, I guess, if that's what
18 you call it. I mean, it could be anything in there.

19 Q. Sure. Sometimes you'll find fecal matter
20 that hasn't broken down; right?

21 A. I wouldn't say that. I mean, it's more the
22 things that I listed.

23 Q. Okay. When the Town of Essex pulls out a
24 pump and removes an obstruction, is the Town of

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1 Essex performing any analysis on what's in that
2 obstruction to determine exactly what it is?

3 A. I mean, it's really hard to sometimes even
4 see what it is. The pump itself has a grinder on
5 it, so it would get caught in like -- in the service
6 that it's trying to perform, when it starts and
7 stops, somewhere in the middle is when it would
8 usually get bound up. But a lot -- most of the
9 time, everything just gets chewed up, and it's
10 destroyed and tangled in there.

11 Q. So when your team opens up a pump to take
12 out a clog, they just remove the material and
13 discard it; right?

14 A. Yeah, pretty much.

15 Q. So they're not doing any scientific
16 analysis on materials in there to determine is it a
17 baby wipe made out of plastic? Is it a towel? Is
18 it a bed sheet? They're just not doing that
19 analysis; right?

20 A. No, we wouldn't know that.

21 Q. So when you see rags or wipe-like material,
22 it could be a baby wipe or a Clorox wipe or
23 literally a rag; right?

24 A. That's correct.

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1 Q. And so when people from the Town of Essex,
2 your team, indicate that a pump is clogged with rags
3 or needs to be deragged, that could be any manner of
4 things that have obstructed that pump; right?

5 A. That is correct.

6 Q. Do you agree with me, sir, that it would be
7 good to have a standard that clearly identifies
8 things that can be flushed from things that can't be
9 flushed?

10 MR. DIAMOND: Object to --

11 MR. CROWDER: Sorry, Julian. I'll
12 be more specific.

13 Q. There should be a standard that relates to
14 wipes that says, these wipes are flushable, these
15 wipes are not, and they're labeled accordingly.
16 Would you agree that would be a good thing?

17 MR. DIAMOND: Object to form.

18 Calls for speculation, vague.

19 Q. You can answer, Mr. Galli.

20 A. So from personal experience, the only thing
21 that I know is we have sent out letters to the
22 residents that have grinder pumps especially that
23 basically said that, you know, if it's not
24 consumable products, the fecal matter, or normal

1 toilet paper, that it's not to be flushed.

2 Q. Okay. And so would you agree with me that
3 it would be good to have such a standard on wipes so
4 that consumers know if a wipe is flushable or not?

5 MR. DIAMOND: Object to form.

6 Asked and answered.

7 Q. You can answer, Mr. Galli.

8 A. Yeah, truthfully, I'm not really sure how I
9 would answer that.

10 Q. Okay. Do you know who Mark Schotte is?

11 A. I do. He was an employee here for a short
12 time.

13 Q. Are you aware that he is claiming in this
14 lawsuit that moist wipes labeled as flushable and
15 sold by my client are not actually flushable? Are
16 you aware of that?

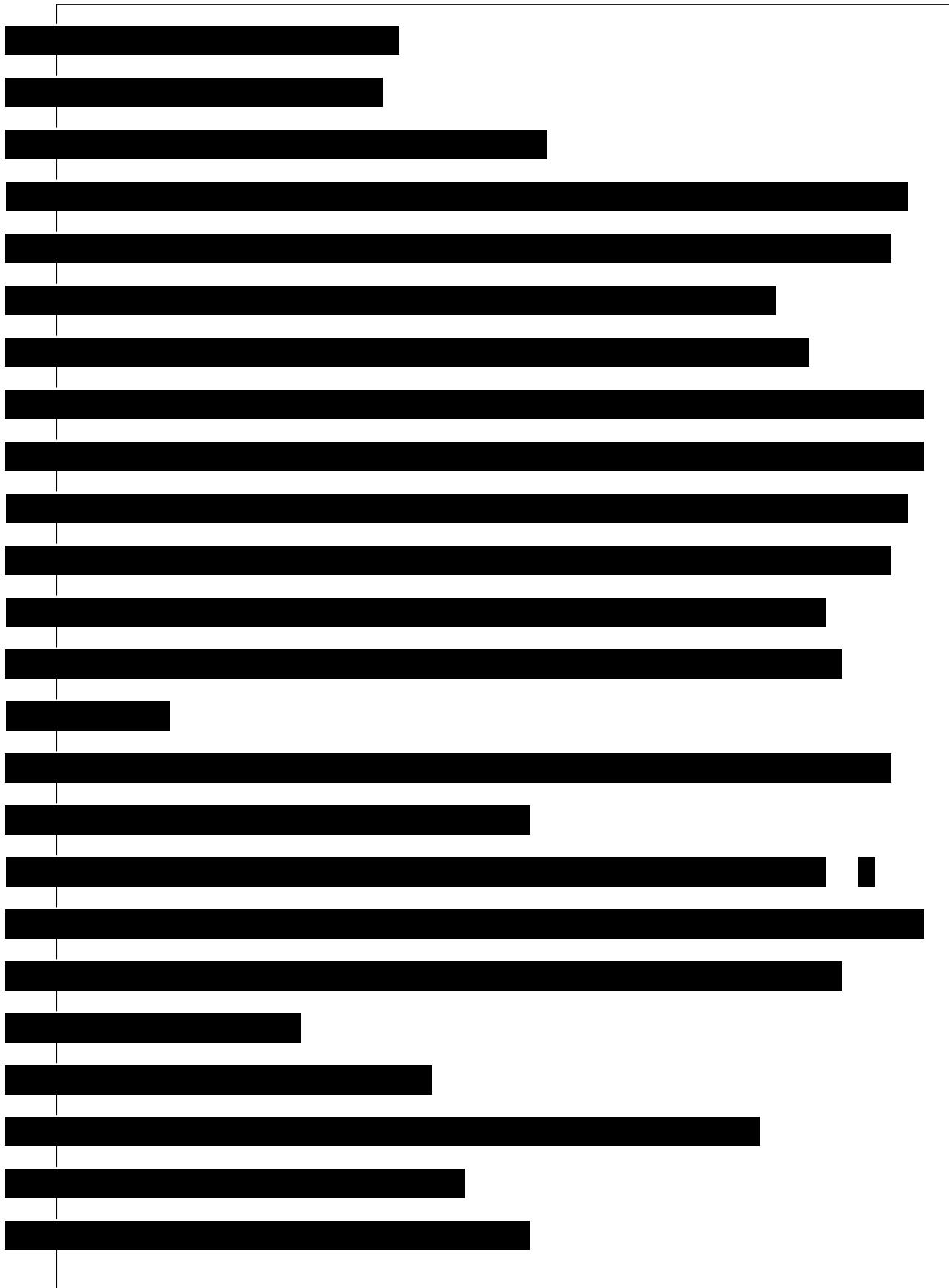
17 A. I know that he has a lawsuit. I didn't
18 really get into what he's actually saying.

19 Q. Okay. Have you ever spoken to Mr. Schotte
20 about this lawsuit?

21 A. I have not.

22 Q. Have you ever spoken to his counsel?

23 A. I have not.







22 Now, generally talking about flushable
23 wipes, are you aware that there are moist wipes
24 advertised as being flushable, and then there are

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1 baby wipes that say "do not flush" on them? Are you
2 aware of that distinction?

3 A. I'm not going to say that I know
4 specifically, but I do know that a lot of them do
5 state that they are flushable, and you could
6 probably get away with it if there wasn't a
7 mechanical device in place that causes a problem.

8 Q. Okay. Have you ever used the flushable
9 wipes, sir?

10 A. I personally have not.

11 Q. Do you know the differences between how
12 baby wipes and flushable wipes are manufactured?

13 A. I don't.

14 Q. Okay. So because the Town of Essex doesn't
15 do any analysis on the obstructions within its
16 system, is it fair to say you don't have any testing
17 or evidence to show flushable wipes in your system?

18 A. I have no evidence.

19 Q. Okay. And certainly, you don't have any
20 testing analysis or evidence that identifies Stop &
21 Shop-branded flushable wipes in your system, then?

22 A. I wouldn't be able to designate one from
23 the other.

24 Q. Okay. Essex doesn't have any testing,

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1 performance, protocol, analysis to determine that;
2 right?

3 A. We do not.

4 Q. If I held a flushable wipe and a baby wipe
5 up just side by side, would you be able to tell the
6 difference without a label on them?

7 A. Personally, I wouldn't.

8 Q. Okay. Sir, I'm going to put up what I'll
9 mark as Exhibit No. 2. Let me know when you can see
10 my screen.

11 (Exhibit 2, Sewer Call Out and
12 Alarms, marked for identification.)

13 A. I only see -- okay. I got it.

14 Q. Do you see that this document indicates
15 "Sewer Call Out and Alarms" at the top?

16 A. I do.

17 Q. And I'll represent to you, sir, that this
18 is a document that was produced by the Town of
19 Essex, and it looks like an alarm log dating from
20 March 21, 2024 through April 8, 2025 --

21 A. That's correct.

22 Q. Sorry, sir.

23 A. Yeah, that's correct.

24 Q. You've seen this document before?

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1 A. Yes, I do. That's in-house, what the guys
2 record, plugs -- plugs or clogs or any problem,
3 actually.

4 Q. And I've reviewed this document. The
5 handwriting is obviously difficult to make out in
6 parts.

7 A. Yeah.

8 Q. Can you see that this second line indicates
9 in the comments, "Pump not working. Grease and
10 rags." Do you see that?

11 A. That's correct.

12 Q. That reference to rags as we talked earlier
13 could be any manner of wipe material; you don't know
14 exactly what it is, though; correct?

15 A. We wouldn't know.

16 Q. Nobody who performed any maintenance or
17 work on that pump would have conducted analysis to
18 figure out what exactly those rags were; true?

19 A. No. To -- usually, to clear a pump, we
20 just take the impeller off, which is the cutter, and
21 try to free it up. We pull material out, put it
22 back together, and put it back in service.

23 Q. Okay. I don't want to waste time, but
24 could you just read through this document and let me

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1 know is there anything in here that indicates there
2 were flushable wipes found at any point?

3 A. I've reviewed it. I didn't see anything
4 like that.

5 Q. Okay. This next one is going to be a bit
6 of a slog. Julian, apologies. He's been through
7 this before.

8 I'm going to show you a legal document,
9 sir, and ask you questions about it, understanding
10 you probably haven't seen it. Let me know when you
11 can see my screen.

12 A. I can see it.

13 (Exhibit 3, Stipulation of
14 Settlement, marked for identification.)

15 Q. All right. Do you see that this indicates
16 United States District Court District of South
17 Carolina, and it, then, indicates the parties to a
18 lawsuit? Do you see that?

19 A. I do.

20 Q. And you see it says "Stipulation of
21 Settlement" over here on the right side?

22 A. I do.

23 Q. The plaintiff is listed as the Commissions
24 of Public Works of the City of Charleston

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1 individually and on behalf of all others similarly
2 situated. Do you see that?

3 A. I do.

4 Q. And then there are a number of defendants,
5 Costco, Kimberly-Clark, Target, Walgreens, Wal-Mart,
6 et cetera?

7 A. I do.

8 Q. Are you familiar with this lawsuit, sir?

9 A. Not at all.

10 Q. Okay. I'll make this quick.

11 So do you see down here -- sorry. My
12 highlighting doesn't work well on this document --
13 there's a "whereas" second from the bottom?

14 A. I see it.

15 Q. It reads, "Whereas, plaintiff alleges that
16 the flushability-related claims made on the labeling
17 and packaging of the products are false, deceptive,
18 and misleading." Do you see that?

19 A. I do.

20 Q. So do you understand at least from that
21 that the City of Charleston was claiming that wipes
22 labeled as flushable were not actually flushable?

23 MR. DIAMOND: Object to form.

24 Q. Go ahead, sir.

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1 A. I can understand that.

2 Q. Okay. And then in this bigger photograph
3 starting "in the action," do you see that, "in the
4 action" over on the right?

5 A. I do.

6 Q. This reads, "In the action, plaintiff seeks
7 injunctive relief and class certification pursuant
8 to Federal Rules of Civil Procedure 23(a) and
9 (b)(2), on behalf of itself, as well as a nationwide
10 class and a South Carolina class of entities that
11 own and/or operate sewage or wastewater conveyance
12 and treatment systems, including municipalities,
13 authorities, and wastewater districts, STP
14 operators." Do you see that language?

15 A. I do.

16 Q. Would you agree with me that the Town of
17 Essex is a municipality that operates wastewater
18 conveyance systems?

19 A. We are.

20 Q. So at least based on that understanding,
21 would you agree that the Town of Essex would fit
22 within this definition of STP operators?

23 A. I believe it would.

24 Q. And if I go to Page 6 in this document,

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1 there's a definition of 1.22. Do you see that for
2 settlement class?

3 A. Yes, I do.

4 Q. And this reads, "All STP operators in the
5 United States whose systems were in operation
6 between January 6, 2018 and the date of preliminary
7 approval." Do you see that?

8 A. I do.

9 Q. I believe earlier you said the Town of
10 Essex's system was up and running as of 2005.

11 A. That's correct.

12 Q. So the Town of Essex municipal wastewater
13 conveyance system was in operation as of January
14 6th, 2018?

15 A. That's correct.

16 Q. So as far as you can tell, sir -- and
17 again, I know you're not a lawyer, but the Town of
18 Essex would fit within this settlement class
19 definition; right?

20 MR. DIAMOND: Objection. Calls
21 for a legal conclusion, calls for speculation.

22 Q. Go ahead, sir. You can answer.

23 A. I just say that we were up and running in
24 2018. That's for certain.

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1 Q. If I scroll down in this document to
2 Page 11, there's an "Acknowledgment and Endorsement"
3 section. Do you see that?

4 A. I do.

5 Q. And under this section, there's a little
6 "I," and it reads, "So long as the products comply
7 with the IWSFG 2020: PAS 3 specification and all
8 other IWSFG 2020 specifications, the products shall
9 be deemed flushable, biodegradable, safe for sewer
10 systems, and capable of breaking down after flushing
11 as advertised." Do you see that language, sir?

12 A. I see it.

13 Q. Do you understand that the parties were
14 agreeing here that if flushable wipes can pass these
15 IWSFG testing protocols, they're appropriately
16 labeled as flushable? Do you understand --

MR. DIAMOND: Objection.

18 Objection. Mischaracterizes the legal document,
19 calls for a legal conclusion.

20 Q. Go ahead, sir.

21 A. I understand what it says.

22 Q. Okay. And this says that if a wipe would
23 meet the IWSFG protocols, it can properly be deemed
24 flushable; true?

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1 MR. DIAMOND: Objection. Calls
2 for a legal conclusion, mischaracterizes the legal
3 document.

4 Q. Go ahead, sir.

5 A. I mean, I know what it says, so if --

6 Q. That's what it says; right?

7 A. I understand that.

8 MR. DIAMOND: Objection. Calls
9 for a legal conclusion, mischaracterizes the legal
10 document.

11 Q. And you also understand that this says if a
12 wipe meets the IWSFG protocols, it is properly
13 deemed safe for sewer systems; right?

14 A. I see it.

15 MR. DIAMOND: Objection.

16 Please give the attorneys a chance to
17 object.

18 Objection. Mischaracterizes the legal
19 document. That's not what a document settlement
20 agreement is, and calls for a legal conclusion.

31 MR. CROWDER: Thanks, Julian.

22 You're not testifying, so I would appreciate it if
23 you keep your objections to actually appropriate
24 objections.

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1 MR. DIAMOND: That is an
2 appropriate objection.

3 Q. I'm going to move down here, sir, to
4 Section 14.

5 Do you see that there's a "Notice to the
6 Settlement Class" section?

7 A. I do.

8 Q. And this indicates that under 7.1, "The
9 notice is designed to provide the settlement class
10 with information regarding the proposed settlement
11 and their rights thereunder, including a description
12 of the material terms of the settlement." Do you
13 see that language?

14 A. I see it.

15 Q. Do you have any reason to dispute that the
16 Town of Essex received notice of this settlement?

17 MR. DIAMOND: Objection. Calls
18 for a legal conclusion.

19 A. I wouldn't have that information.

20 Q. So you cannot dispute that the Town of
21 Essex received that notice of settlement; right?

22 A. I wouldn't know that.

23 Q. And then under 7.2, this indicates that the
24 notice as approved by the court will be provided by

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1 e-mail to, for example, the following entities, and
2 then there's a long list. Do you see that?

3 A. I do.

4 Q. And I'll note that this list includes the
5 New England Water Works Association, which you said
6 you are a member of; correct?

7 A. Correct. That's correct.

8 Q. Are you aware that any of these settlement
9 class members had an opportunity to object to this
10 settlement?

11 A. I'm not familiar.

12 MR. DIAMOND: Objection. Calls
13 for a legal conclusion.

14 Q. So if I scroll up, sir, back to the
15 definitions, there's a Definition 1.14 for Notice.
16 Do you see that?

17 A. I do.

18 Q. And this reads, "Notice means the notice of
19 settlement pursuant to Federal Rule of Civil
20 Procedure 23(e)(1) to be disseminated as set forth
21 in Section 7 below, the form of which is attached
22 hereto as Exhibit B." Do you see that, sir?

23 A. I do.

24 Q. All right. So I'm going to scroll down to

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1 Exhibit B. Do you see that?

2 A. I do.

3 Q. And then there's a document that follows
4 that reads at the top, "If you are a sewage
5 treatment system operator in the United States whose
6 system was in operation between January 6, 2018 and,
7 blank, 2023, class action settlements may affect
8 your rights." Do you see that language?

9 A. I do.

10 Q. I'll represent to you, sir, that this is
11 the settlement notice that was issued to settlement
12 class members under this settlement agreement.

13 Do you see below that there's "Your legal
14 rights and options in this lawsuit"?

15 A. I do.

16 Q. And there's a box that says "Do Nothing";
17 right?

18 A. Yes, it does.

19 Q. And it says, "If you do nothing, then you
20 will automatically receive benefits under the
21 settlement in the form of defendants' business
22 modifications that are further described in this
23 notice." Do you see that?

24 A. I do.

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1 Q. And then there's a box that says "Object";
2 right?

3 A. Yeah.

4 Q. And this indicates that settlement class
5 members could write to the court about why you do
6 not like something about the settlements or class
7 counsel's requested attorneys' fees and expenses.

8 You see that?

9 A. I do.

10 Q. And then below that, there's "Attend a
11 Hearing"; right?

12 A. There is.

13 Q. Do you have any reason to dispute that the
14 New England Water Works Association did not object
15 to this settlement?

16 MR. DIAMOND: Object to form.
17 Calls for a legal conclusion.

18 Q. You can answer, Mr. Galli.

19 A. Yeah, I wouldn't.

20 Q. You wouldn't have any reason to dispute
21 that; right?

22 A. No.

23 Q. And you don't have any reason to dispute
24 that the Town of Essex did not object to this

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1 settlement agreement; true?

2 MR. DIAMOND: Object to form.

3 Calls for a legal conclusion.

4 A. I wouldn't -- I wouldn't say -- I mean, one
5 would assume, so just a personal note, that if we
6 did nothing, then I guess we were fine with it.

7 Q. Yeah. And the Town of Essex was fine with
8 the idea that if a wipe was passing IWSFG testing
9 protocols, it could be labeled as flushable; right?

10 MR. DIAMOND: Objection. Calls
11 for a legal conclusion, mischaracterizes a legal
12 document.

13 Q. Go ahead, Mr. Galli.

14 A. I would think that one would coincide with
15 the other.

16 Q. Okay. I'm going to move on now to a few
17 other documents I would like to ask you about, and
18 then I'm almost done, sir.

19 A. Okay.

20 Q. I'm going to share my screen with you
21 again. This will be Exhibit No. 4.

22 (Exhibit 4, International Water
23 Services Flushability Group, marked for
24 identification.)

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1 Q. Let me know when you can see my screen.

2 A. I can.

3 Q. Do you see that this says "International
4 Water Services Flushability Group" at the top?

5 A. I does, yes.

6 Q. That's the IWSFG; right?

7 A. Yeah.

8 Q. This is the Publicly Available
9 Specification PAS 1: 2020 Criteria for Recognition
10 as a Flushable Product. Do you see that?

11 A. I do.

12 Q. This was the IWSFG standard that was
13 referenced in the document we just looked at; right?

14 MR. DIAMOND: Objection. Calls
15 for speculation.

16 Q. You can answer, Mr. Galli.

17 A. I believe so.

18 Q. And if I go down in this document, the very
19 first page, there's a "Foreword." Do you see that?

20 A. I do.

21 Q. This reads, "The International Wastewater
22 Services Flushability Group (IWSFG) is an
23 international coalition of national and regional
24 wastewater services' associations, organizations,

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1 and individual wastewater services." Do you see
2 that?

3 A. I do.

4 Q. And then the black font reads, "The
5 criteria for flushability and the appropriate test
6 methods are the product of a global consensus of the
7 coalition members and reflect test methods and
8 criteria to ensure a product labeled as flushable
9 will not impact drain lines, various on-site
10 treatment and wastewater collection and treatment
11 systems as well as the downstream environment." Do
12 you see that?

13 A. I do.

14 Q. Do you understand that the goal of the
15 IWSFG testing is to ensure that products labeled as
16 flushable will not impact wastewater?

17 MR. DIAMOND: Objection. Calls
18 for speculation.

19 Q. You can answer, Mr. Galli.

20 A. I believe that that's what that says.

21 Q. And then I'll scroll down. There's another
22 "Definitions" here. Do you see that?

23 A. I do.

24 Q. And this says, "See: IWSFG PAS 2: 2020

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1 terms and definitions." Do you see that?

2 A. I do.

3 Q. All right. I'll take you to that document
4 next, but before I do, there's a "General" and then
5 a 6.1 "Criteria" section. Do you see that?

6 A. I do.

7 Q. And then this reads, "This specification
8 sets out five criteria that need to be addressed for
9 a product to be deemed suitable for flushing down
10 the toilet." Do you see that?

11 A. I do.

12 Q. And then there's criteria to be achieved
13 for a product to be considered flushable, it shall
14 meet each of the following criteria, and then --

15 (Court reporter clarification.)

16 A. I'm sorry. You got cut off.

17 Q. Sure. I'll start over. Do you see that
18 this reads, "The criteria to be achieved for a
19 product to be considered flushable, it shall meet
20 the following criteria," and then there's five
21 criteria listed?

22 A. I do. I see it.

23 Q. All right. I'm going to move now to the
24 IWSFG PAS 2 document. Let me know when you can see

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1 my screen, sir.

2 A. It's up.

3 MR. CROWDER: This I'll mark as
4 Exhibit No. 5.

5 (Exhibit 5, Publicly Available
6 Specification (PAS) 2: 2020 Terms and Definitions
7 for Determination of Flushability, marked for
8 identification.)

9 Q. Do you see again there's the "International
10 Water Services Flushability Group" at the top?

11 A. Yes, it does.

12 Q. And then this reads, "Publicly Available
13 Specification PAS 2: 2020 Terms and Definitions for
14 Determination of Flushability." Do you see that?

15 A. I do.

16 Q. And then there's the same "foreword" we
17 just looked at in PAS 1; correct?

18 A. Yes.

19 Q. And then if I go down, there's the various
20 definitions here. I'd like to focus on the 5.3.3
21 flushable product definition. Do you see that?

22 A. I do.

23 Q. And this reads, "A product that is
24 considered suitable for disposal via a toilet and

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1 drain line to an on-site treatment system or to a
2 wastewater collection system and a wastewater
3 treatment system because it will not materially
4 adversely impact those systems or the downstream
5 environment." Do you see that language?

6 A. I do.

7 Q. Would you agree that if a product will not
8 materially adversely impact wastewater systems, it
9 is safe to flush?

10 A. According to that, I would say yes.

11 Q. What about according to you? If a product
12 is not going to materially adversely impact
13 wastewater systems, is it safe to flush?

14 A. I would have to --

15 MR. DIAMOND: Objection to form.
16 Calls for speculation.

17 Q. All right, sir. Just for the record, I'm
18 going to introduce Exhibit No. 6. This is IWSFG PAS
19 3. I don't have any questions about it. I just
20 want all three PAS documents to be in the record.

21 (Exhibit 6, Publicly Available
22 Specification (PAS) 3: 2020, marked for
23 identification.)

24 Q. Can you see my screen now where it says

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1 "INDA" at the top?

2 A. I do.

3 Q. So this reads "The Guidelines for Assessing
4 the Flushability of Disposable Nonwoven Products
5 Edition 4, May 2018." Do you see that?

6 A. I do.

7 Q. Have you ever seen this document before?

8 A. I have not.

9 Q. All right. I'm going to scroll down to
10 "Flushability Assessment," Section 3. Do you see
11 that?

12 A. I do.

13 Q. And under 3.1 "Principles," this reads,
14 "The toilet and the wastewater system should not be
15 used as a receptacle for general waste." Do you see
16 that?

17 A. I do.

18 Q. You certainly would agree with that,
19 wouldn't you?

20 A. I would.

21 Q. And then down below, there's three bullets.
22 Do you see the bullets?

23 A. Yeah.

24 Q. And right above the bullets, it says, "For

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1 a product to be deemed flushable, there must be
2 evidence indicating that it, Bullet 1, clears
3 toilets and properly maintained drainage pipe
4 systems when the supplier's recommended usage
5 instructions are correctly followed; Bullet 2,
6 passes through properly maintained wastewater
7 conveyance systems and is compatible with wastewater
8 treatment reuse and disposal systems without causing
9 system blockage, clogging, or other operational
10 problems; and Bullet 3, is unrecognizable in
11 effluent leaving on-site and municipal wastewater
12 treatment systems and in digested sludge from
13 wastewater treatment plants that are applied to
14 soil." Do you see that language, sir?

15 A. I do.

16 Q. And then below that, it reads, "The
17 assessment is designed to evaluate the ability of a
18 disposable nonwoven wipe to conform to each of these
19 above criteria. Consequently, when a wipe fulfills
20 the requirements in this assessment, it is
21 considered compatible with home plumbing, conveyance
22 and treatment, and can be labeled flushable in
23 accordance with the INDA/EDANA code of practice."
24 Do you see that language, sir?

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1 A. I do.

2 Q. Would you agree that if a wipe clears
3 toilets, passes wastewater without causing blockage
4 or clogs, and is unrecognizable in effluent systems,
5 that it is safe to flush?

6 MR. DIAMOND: Objection. Calls
7 for speculation, calls for ultimate conclusion.

8 Q. You can answer, Mr. Galli.

9 A. I would agree with the statement.

10 Q. And you would -- okay. But you also
11 understand that sometimes irresponsible
12 manufacturers label things as flushable when they're
13 really not; right?

14 A. I don't -- I wouldn't know that.

15 Q. Okay. The Town of Essex has told folks not
16 to flush any type of wipe because you're just not
17 sure what's flushable and what's not; is that true?

18 A. That is true.

19 Q. Okay. But if a wipe did pass these
20 criteria, Essex would have no problem with it being
21 flushed; true?

22 MR. DIAMOND: Objection to form.
23 Calls for speculation.

24 Q. You can answer that, Mr. Galli.

1 A. I would agree with it.

2 MR. CROWDER: Mr. Galli, thank you
3 very much for your time, sir. I'll reserve the
4 right to ask additional questions based on whatever
5 Mr. Diamond may ask you, but at this point, I don't
6 have any further questions for you, sir.

7 THE WITNESS: Okay. Thanks.

8 MR. DIAMOND: Can we take a
9 five-minute break?

10 MR. CROWDER: That's fine with me.

11 MR. DIAMOND: All right. Let's
12 come back on in a couple minutes. It should only be
13 a few minutes.

14 THE VIDEOGRAPHER: We're going off
15 the record. The time is 9:49 a.m.

16 (Brief recess.)

17 THE VIDEOGRAPHER: We are back on
18 the record. The time is 9:54 a.m.

19 EXAMINATION

20 BY MR. DIAMOND:

21 Q. Hi, Michael. It's great to meet you this
22 morning. These questions should just take probably
23 less than 10 minutes, maybe less than five minutes.

24

A horizontal bar chart showing the percentage of respondents for 15 different actions. The y-axis lists the actions, and the x-axis shows the percentage from 0% to 100% in 10% increments. Most actions are at 100%.

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24 quickly introduce an exhibit. This was put on Box

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1 earlier. I'm sharing it via the Zoom. Is everybody
2 okay with that?

3 MR. CROWDER: Sure.

4 A. I'm fine with it.

5 (Exhibit 7, Town of Essex Sewer
6 Department Important Notice - Wipes Clog Pipes and
7 Pumps, marked for identification.)

8 Q. I just put it on. Can you let me know when
9 you're looking at it? This is the document that's
10 labeled at the bottom right ESSEX0000000001. I hope
11 I said the correct number of zeros.

12 MR. CROWDER: You're not sharing
13 your screen yet, Julian.

14 MR. DIAMOND: Hold on one second.
15 Unfortunately, there's no exhibit share. Let me try
16 again.

17 MR. CROWDER: This is it.

18 MR. DIAMOND: Now you see it?

19 THE WITNESS: I believe so.

20 Q. So can you see -- can you read me what you
21 see on the top of the document?

22 A. Yeah. It's -- so basically, it's what we
23 put out. It's the Town of Essex Department
24 important notice of wipe clogs -- wipe clog pipes

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1 and pumps.

2 Q. So you recognize this document.

3 A. I do.

4 Q. What is it?

5 A. I'm sorry?

6 Q. What is this document?

7 A. It was probably the document that was put
8 out to the employees that are -- I'm sorry, the
9 residents that had the grinder pumps.

10 Q. So this is aimed at the residents?

11 A. I don't believe they all got them. I
12 believe the ones that the -- that have grinder pumps
13 got them.

14 Q. This is directed at people that would --
15 you know, residents of the town that would be
16 flushing wipes and using their toilets; correct?

17 A. That's correct.

18 Q. And perhaps buying flushable wipes?

19 A. Whatever is stated there.

20 Q. So the first sentence says, "Although some
21 products are labeled and marketed as disposable such
22 as baby wipes, this does not mean they can be
23 flushed in the toilet." Do you see that sentence?

24 A. I see it.

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1 Q. Do you understand this to mean that some
2 wet wipes are labeled as flushable but are, in fact,
3 not flushable?

4 MR. CROWDER: Objection to form.
5 Misstates the document.

6 Q. You can answer, Mr. Galli.

7 A. I just believe that we classified
8 everything together that we didn't want any wipes.

9 Q. And that includes wipes that are labeled as
10 flushable; is that correct, Mr. Galli?

11 A. It's a request. That's correct.

12 Q. Thank you. So it's your understanding that
13 some consumers would see a wipe that's labeled
14 flushable and then believe that they could be
15 flushed in the toilet even though it's your
16 understanding that they cannot be; correct?

17 MR. CROWDER: Object to form.

18 A. I'm just stating that we only wanted
19 consumable items and toilet paper to go down the
20 drain.

21 Q. And it's your understanding that wipes that
22 are labeled as flushable are not toilet paper; is
23 that correct?

24 MR. CROWDER: Object to form.

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1 A. I would state that to be true.

2 MR. DIAMOND: All right. No
3 further questions from me.

4 MR. CROWDER: Just real quick
5 follow-up, Mr. Galli.

6 FURTHER EXAMINATION

7 BY MR. CROWDER:

8 Q. Do you know how many residents of the Town
9 of Essex used grinder pumps and would have received
10 the notice that's up on the screen?

11 A. So as stated, I believe that everybody that
12 was -- so it wouldn't everybody that has one because
13 we don't have them all up and running, but the ones
14 that are running, I believe, did get them.

15 Q. Do you know what percentage of Essex
16 residents are using one of these grinder pumps?

17 A. So as a rough number -- don't hold me to
18 the number, but I believe there's like 250 that
19 would be able to be up and running.

20 Q. Okay. And then 250 residents are using
21 grinder pumps.

22 How many residents are in total in Essex?
23 And again, ballpark is fine.

24 A. So I mean, residents, or are we talking

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1 about residents that are on the sewer? Are you
2 talking about total residents?

3 Q. Let's do residents on the sewer.

4 A. I mean, I'd have to get that number for you
5 if you were looking for a close number, you know,
6 and it varies. I know, you know, we have -- we have
7 residents that have sewer stubs that are not
8 connected yet. So how many are actually connected
9 to the sewer system? I don't want to just throw out
10 a number just to give it to you, but I could get
11 that number for you.

12 Q. Is it more than 10,000?

13 A. No, no. We don't even have that many
14 residents in town.

15 Q. Is it more than 1,000?

16 MR. DIAMOND: Objection. Calls
17 for speculation.

18 A. I would say it's less than 1,000.

19 MR. CROWDER: All right. I don't
20 have any further questions either. Thank you, sir.

21 THE VIDEOGRAPHER: Anyone else?
22 This is the videographer. Before we go off the
23 record, can I just confirm that Norton Rose as well
24 as Burson & Fisher will both take synchronized

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1 video, and no order for KP Law; is that right?

2 MR. DIAMOND: That's correct for
3 Bursor & Fisher.

4 MR. CROWDER: Yeah, we'll take the
5 same.

6 MR. CORBO: That's correct. KP
7 Law does not need one.

8 THE VIDEOGRAPHER: Stephanie,
9 anything else for you on the record?

10 THE COURT REPORTER: No, I'm good.
11 Thank you.

12 THE VIDEOGRAPHER: We are going
13 off the record. The time is 10:01 a.m.

14 (Deposition concluded at
15 10:01 a.m.)

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DEPOSITION ERRATA SHEET

Our Assignment Number: J13235651

Case Caption:

Schotte vs. Stop & Shop

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Signed on the _____ day of

_____, 20____.

MICHAEL GALLI

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1 DEPOSITION ERRATA SHEET

2 Page No. _____ Line No. _____ Change to: _____

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24 MICHAEL GALLI

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24 MICHAEL GALLI

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1 COMMONWEALTH OF MASSACHUSETTS
2 SUFFOLK COUNTY
3 I, STEPHANIE MUSSEN, Professional
4 Shorthand Reporter and Notary Public in and for
5 the Commonwealth of Massachusetts, do hereby
6 certify that the witness whose deposition is
7 hereinbefore set forth, was duly sworn and that
8 such deposition is a true record of the testimony
9 given by the witness.

10 I further certify that I am neither
11 related to or employed by any of the parties in
12 or counsel to this action, nor am I financially
13 interested in the outcome of this action.

14 I witness whereof, I have set my hand
15 and seal this 31st day of July 2025.

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Stephanie Mussen, Notary Public in and
for The Commonwealth of Massachusetts
My Commission Expires: June 15, 2030

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